

HANNAH ELIAS BEATS PLATT.

KEEPS THE HOUSES AND THE CASH THE OLD MAN GAVE HER.

His suit in the attempt to recover \$685,000 dismissed—Justice found no evidence of extortion or blackmail—Platt's own testimony fatal.

Hannah Elias won a complete victory yesterday when Justice O'Gorman handed down a decision in the Supreme Court dismissing the suit brought against her by the aged John R. Platt to recover \$685,385 which the octogenarian says he gave her in the course of the last decade.

Aside from a temporary injunction restraining her from using money which she admitted on the witness stand she had received from Platt, the aged man, now hopelessly illegitimate in the possession of the old man's wealth. Argument on the motion to make the present injunction permanent has been delayed pending the decision of Justice O'Gorman, and now the injunction will probably be vacated. Warren, Warren & O'Brien, Platt's counsel, would not say after they had heard of the decision, that the case would be appealed. Justice O'Gorman says:

"For a number of years the plaintiff and the defendant maintained a meretricious relation, and from time to time during this period the defendant received from the plaintiff large sums of money. The plaintiff now seeks the return thereof, and bases his right to recover on the sole ground of blackmail and extortion by means of threats of bodily harm and exposure of their relations.

"The case is absolutely without evidence to sustain this claim; indeed, the plaintiff asserts that the money was given to her by the defendant, and admits that he was moved only by sentiments of affection for the defendant in giving the money in question. I find no allegation or suggestion in the complaint that he was an incompetent or of impaired mental capacity, nor that the money was obtained by the exercise of undue influence.

"There is an obvious distinction between such a contention and the claim made by the plaintiff that the money was extorted under threat and duress. The former implies a voluntary giving, but under a fraudulent and controlling influence which, if proved, would be a ground for relief, while the latter imports the doing of an act under force and compulsion, and therefore involuntarily. Relief cannot be granted, therefore, on the ground of undue influence. It is not alleged, and consequently is not an issue.

"In the framing of the complaint and the conduct of the case the plaintiff proceeded upon an entirely different theory. Even if acts of blackmail and threats of violence and exposure may be held competent to support an allegation of undue influence, while the latter imports the doing of an act under force and compulsion, and therefore involuntarily. Relief cannot be granted, therefore, on the ground of undue influence. It is not alleged, and consequently is not an issue.

"The attempt to establish the averments of the complaint as to the measures employed to secure the return of the money, having wholly failed, the court under the rule that the recovery must be *secundum allegata et probata*, can afford the plaintiff no relief in the form of a judgment in its favor, and the complaint is dismissed, but without costs."

Technically, Platt sought to recover by requesting the Supreme Court to impress a trust for the benefit of his wife, and gave the Elias woman upon several parcels of real estate purchased by her out of the money which she received from him.

Washington City, Feb. 21.—Justice O'Gorman, when he heard of the decision, said that it was just what they were waiting for, and that the woman at the trial had been a perfect success.

Platt began his action against the Elias woman early in June, 1904, when he filed with the County Clerk's office a complaint on her property and his complaint in the Supreme Court. Later he obtained a temporary injunction restraining her from drawing any money from the bank or from collecting any rent on property which he alleged had been bought with money given to her by him. A receiver also was appointed to take charge of the property pending the trial of the suit. Mrs. Elias being allowed \$500 a month. On Feb. 11 the Appellate Division set aside the injunction on the ground that no evidence had been adduced to support Platt's allegations. Then the temporary injunction now in force was obtained on evidence given by Mrs. Elias herself, who explained the criminal proceedings, which were dismissed by Magistrate O'Brien, were of course entirely independent of the action dismissed by the present decision.

An argument was to have been heard before Justice Trux in the Supreme Court yesterday relating to the Platt-Elias case. It was adjourned by the consent of the lawyers. This motion was made by Lawyer Warren, Platt's counsel, was that Washington Braun, the Elias woman's original counsel, should be adjudged contempt for an alleged saying out of money on behalf of his client after he had been served with an injunction in the case.

PIRATE SCENERY TRUCK

Carls Off a Carload From Theatrical Managers' Storehouse.

Wagenhalls & Kemper, theatrical managers, who have a number of road companies, as well as a show in this city, have been storing a lot of scenery in a warehouse owned in Orange. On Monday night a man went to look over the scenery of "Robert Drouet." He found everything all right. Yesterday he went out again and found that someone had taken away a carload of scenery. He entered and enough scenery stolen to fill a railroad car. It included the entire scenery for "Robert Drouet" and the scenery for "Macbeth" and "Henry VIII," well known to theatrical managers, and even original by Mme. Modjeska in the myth scene of "Midsummer Night's Dream."

A scenery truck had been backed up to the warehouse in the night. The wheel-trucks were visible. No scenery was shipped from Orange by the railroad and where the truck went hadn't been discovered. The warehouse is only a block away from the police station. The police at Orange said last night that they had not heard of the theft.

It's the strangest robbery I ever heard about," said Harry E. Valerius, the owner of the firm. "The scenery is of no value, except to a theatrical manager who wanted to put just those companies on the road."

BLAZE ON LOWER BROADWAY.

Italian Consulate and Directory Damaged \$5,000 Worth.

The five-story brownstone building at 33 Broadway was damaged to the extent of \$5,000 by fire last night. The blaze started on the second floor and damaged the offices occupied by the Italian Consulate and the Italian directory.

Considerable damage was also done on the fourth and fifth floors.

Yale Wants Five New Dormitories.

NEW HAVEN, Feb. 21.—Announcement was made to-night that plans had been made to collect between \$750,000 and \$1,000,000 from the alumni of Yale for the construction of five new dormitories on the Yale campus. Each class will be expected to contribute a specific sum. One of the arguments in favor of these new dormitories is that the President Hadley wants to get all the Yale family together on the campus.

LIVE TOPICS ABOUT TOWN.

ON THE LAST NIGHT OF THE DOG SHOW THERE WAS A SALE.

One in particular attracted attention. The crowd was thick about the St. Bernard benches. One big tawny fellow, with white chest, a dash of white on his face and affectionate brown eyes, was gravely offering a massive paw to his admirers, when a prosperous looking old man came up.

The dog attracted his attention at once. There was some talk with the owner, and the dog was taken down and walked about. He seemed to know that something of import was pending. He watched first his owner and then the other man as they talked. Finally the man gave the owner his card and awkwardly patted the dog's head. It responded politely with proffered tongue. The dog turned to the dog and the dog rose, put his paw on his master's shoulders and licked the side of his face.

"I hate to let you go, old fellow," said the man regretfully.

Oranges are disappearing from New York breakfast tables and are rarely seen in restaurants. The old fashioned way of eating the fruit was too slow for the present generation and in the opinion of this hygienic age, less wholesome than the present method. So orange juice served in cups is fast becoming a substitute for the fruit.

A chorus girl much admired just now was crouching from the Flatiron Building to the other side of Fifth avenue. As a gust of wind struck her a New York man happened to be saying to a friend from out of town:

"That's the most stunning show girl in New York."

After a moment looking somewhat mystified at the man's remark, he said:

"Well, I don't see why you call her a show girl. It was just an accident: the wind did it."

Every day a broker's clerk comes up about 5 o'clock from the Broadway office of his principal with a closely folded newspaper in each hand. He mounts the steps of the elevated, and as he hurries between the two ticket choppers, quickly puts the newspaper in his left hand to his right, making a motion as if he had deposited a ticket. Then he walks leisurely forward and takes his train. He boasts that he has not paid a single up-down fare in a year.

A new application of an old advertising dodge has appeared in the shopping district. An elderly, withered woman has in large letters on the front of her coat, "Before," while the freckling girl beside her has on her coat "After." To pedestrians who wonder what it means a brisk young man who stands beside them disposes of the matter by explaining the wonders worked by a certain skin food.

A new restaurant opened in one of the cross streets near Broadway has already brought sorrow to the hearts of two similar and smaller establishments opposite. They do not fear the rivalry of the new place. Their clients are wholly in a different class. But they do not object strenuously to the electric signs on the facade of the new establishment. They think the signs are a blaze that destroys all its old time privacy and quietude. These peculiarities of the block were necessary to the prosperity of the block, and the proprietors are in despair at the loss.

One of the professional dunning companies recently called to the attention of the District Attorney's office has invented a form of notice calculated to frighten an ignorant delinquent out of his wits. It sends out a flaming yellow paper labelled "summons" and covered all over with important looking seals and scrolls. It is quickly taken by the company, and the real thing for the company's welfare, and the career of the dunning man in all probability be summarily checked by the police.

"Yes, trade's picking up," said a downtown cigar dealer. "The customers we lose annually for a month or two after Christmas are returning. They are mostly clerks, bookkeepers and messengers who receive for Christmas boxes of cigars which keep them supplied for several weeks. When they return to us we know they have smoked their Christmas presents."

Almost any old thing will draw a crowd in New York. A sagacious haberdasher, knowing this, turned a costly accident into an advertising scheme, and doubtless disappointed the owner of the property. The big plate glass window of his store had been smashed. He patched it up, all but a hole about eight inches in diameter. Through the hole he pushed a thick plank, leaving about a foot protruding on the outside. Some building work was being done on the opposite side of the street, and from the angle of the board it looked as though the hole had either been blown or blown through the window. The curious stopped to ponder and guess. Then the haberdasher hung out a sign:

"Falling prices caused this smash of falling glass!"

As nearly as the clerk could make out, her remarks concerned some custom shirt her husband had had made to his order recently, but she so plentifully enlarged her limited English vocabulary with Hebrew and German words that understanding her was difficult. Finally the salesman decided that what she wished was a duplication of the order.

"That's all right," he assured her. "We have his measurements in this book. We'll make them right away. Want a dozen, same as the last?"

"Nein," was the despairing answer. "Vy do you ask me? It is not enough dot he have eleven left an' dot he is det?"

The clerk gave it up and called a small cashboy, who after an excited discussion in the storehouse, returned with a small box. "Here old man's dead. They've got eleven of those shirts left and she wants to sell them back. She says she's washed them so they look just like they did when they came from the store."

THE WEATHER.

The temperature rose yesterday in all the Middle Atlantic and New England States, and at most points in the Missouri valley. At Rocky Mountain, it ranged from 30 to 40 degrees in the Middle Atlantic States from middle New England to South Carolina. Freezing weather extended across the northern part of the country from Maine to Missouri and thence down the Mississippi valley to southern Illinois. There was rain in Ohio and Western Pennsylvania, on the south Atlantic coast and in Washington. It was cloudy and unsettled in the Gulf States, the central valleys and the Lake regions. Elsewhere fair weather prevailed. The low pressure which appeared over the Northwest on Monday was central over the upper Mississippi valley.

In this city the day was fair and warmer, with light to fresh northerly; average humidity, 65 per cent; barometer, reading to sea level, at 8 A. M., 30.24; at 3 P. M., 30.28.

The temperature yesterday, as recorded by the official thermometer, is shown in the annexed table:

Time	Temp.
5 A. M.	32°
6 A. M.	33°
7 A. M.	34°
8 A. M.	35°
9 A. M.	36°
10 A. M.	37°
11 A. M.	38°
12 M.	39°
1 P. M.	40°
2 P. M.	41°
3 P. M.	42°
4 P. M.	43°
5 P. M.	44°
6 P. M.	45°
7 P. M.	46°
8 P. M.	47°
9 P. M.	48°
10 P. M.	49°
11 P. M.	50°
12 M.	51°

WASHINGTON FORECAST FOR TO-DAY AND TO-MORROW.

For eastern New York, increasing clouds; with snow in the interior, and rain on the coast; to-day; tomorrow fair, fresh east to southerly winds.

For western New York, snow to-day, somewhat colder; to-morrow snow; increasing east winds, shifting to northerly.

For New England, rain in south, snow in north portion to-day; to-morrow rain except snow in north portion; increasing east to southeast winds.

For eastern Pennsylvania, rain in south, snow in north portion to-day; to-morrow fair, fresh east winds, becoming northerly.

INDIAN TERRITORY OIL FIGHT.

APPEALS FROM KANSAS AGAINST THE FOSTER LEASE.

Which Covers Some 1,000,000 Acres and Which the Kansasians Say is in the Standard's Hands—Congressman Vreeland Says Land is Worthless.

WASHINGTON, Feb. 21.—A new turn was given to-day to the fight of Kansas against the Standard Oil combination by the sending by the officers of the State Legislature of telegrams to Speaker Cannon and other members of the House protesting against the renewal of the Foster lease. The lease is now controlled by the Indian Territory Illuminating Oil Company, which has purchased some 1,000,000 acres of land in the Osage Indian reservation.

The ground of protest against it is that the illuminating company is one of the large number of Standard Oil subsidiary concerns and that it is trying to monopolize the oil business in Indian Territory and Oklahoma.

A news despatch from the Indian Territory alleged that W. J. Bryan, Chairman of the Senate Committee on the Territories, had introduced a bill to prohibit the Standard Oil Company from leasing land in the Indian Territory. The bill was introduced in the House of Representatives by Senator Penrose, Representative Sibley and other politicians of national fame were interested in the lease as stockholders.

In answer to that charge Representative Vreeland of New York to-morrow will file lists of the stockholders of the illuminating Oil Company with the Indian Territory. The list will show that the company has a number of members to-day to show that there is no truth in the allegation from Kansas.

The list was made by the Corporation Trust Company, transfer agent of the oil company, and shows the stockholders brought on Nov. 15 last, that the company has a number of members to-day to show that there is no truth in the allegation from Kansas.

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Mr. Jerome made the inquiry and as a result of it he sent yesterday to Mr. Grout affidavits made by one of the officials of the company. The affidavits mostly repeat the accusations made before by the company's representatives but they also give the name of the man who is alleged to have obtained the contract as Jacob A. Costuma, who until last October was a foreman in the Park Department at \$64 a day.

Accompanying the affidavits sent to Mr. Grout was a letter written by the District Attorney in which he said that nothing in the affidavits showed that a crime had been committed.

One of the affidavits was made by Robert A. McCord, secretary of the Hecla company. After stating that the Hecla company had been awarded the contract for furnishing the book stacks to the Park Department, he said that he had been told by Costuma that if they paid him \$75,000 he would get the contract for them.

He asked me if there was \$75,000 in it. If there was \$75,000 in it, he knew the people who could land us the job, whether our bid was high or low. I told him there was not \$75,000 in it, that we would stand or fall by our bid. Then I walked out and Costuma with the rest of the bidders, awaiting results. I had no further conversation with him on that day.

About two weeks later some one telephoned me, saying that he was Mr. Costuma—and I think I recognized the voice as Mr. Costuma's—asking me to come up and see him at the Arsenal. I said, "All right," and made an appointment to see him.

I went right up to Mr. Costuma's office and found him alone in his office. Accompanying me was Mr. Albion C. Post, vice-president of the Hecla Iron Works, who was employed by the Hecla Iron Works, in my department. We spent altogether about ten minutes in Mr. Costuma's office. As soon as I got there he said right out that he thought that \$25,000 to a certain party would land the job to us and that was not enough to take care of him, but that I would have to take care of him outside of that. I answered him at once that there was not \$25,000 in it for anybody. Then he asked me if I could not bring it around in some way as a campaign fund. Then he asked me if I would not speak to Mr. Poulsen, who is the president of the Hecla Iron Works, about it. I did not say, one way or another, but my idea is that I left him with the impression that I would speak to Mr. Poulsen, which I did not do until yesterday.

In another affidavit, William C. Post, vice-president of the Hecla Iron Works, stated that while he was examining the specifications, with a view to bidding for the stacks, Costuma approached him and "represented that he was Mr. Pallas's confidential man and could assist us in getting the work."

Costuma's wife has informed the District Attorney that her husband is in Florida, but that she does not know his exact whereabouts.

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At the Oxford Dance—President Needed Big Tim in Washington.

Why can't the common people have Madison Square Garden when they need it for mingling purposes?

Why does President Roosevelt keep Congressmen Sullivan in Washington, when he wants to lead the grand march at Harry Oxford's ball?

Such were the only criticisms heard in Webster Hall last night when the Third Assembly district had its great social time. The Oxford Association knew that the Garden was the only place that could hold Handsome Harry's admirers, and Big Lou Morris, one of Harry's lieutenants, offered the Sportsman's Show people \$500 if they would postpone their doings for a single night. They wouldn't, so the Oxforders did the best they could with Webster Hall, which is really four halls. They were all rigged up for dancing. As early as 8 o'clock East Eleventh street was choked with the arriving populace.

It was 11 o'clock when the grand march began. As Big Tim couldn't be there, Harry Oxford did the honors, accompanied by Mrs. Oxford and followed by two little Oxforders.

Behind Harry came Billy Murphy, Joe DeLoach, the president of the association, Mike Clancy, Col. Michael F. Padden, the immaculate and insouciant Martin McGowan and, oh, so many thousands of the youth, beauty and chivalry that is bounded on the north and south by St. Mark's place and Chrystie street and on the east and west by Second avenue and Broadway.

The dance was not demanded. One had only to be clean and gay. There were hundreds of masqueraders, so wondrously bedecked that the costumes of Second Avenue and Broadway were not to be seen in the balconies gleamed the elite, with diamonds, approbation and champagne.

From the boxes beamed such patronesses as Little Nell, who was the wife of Alderman Harry Oxford is sergeant-at-arms; Assemblyman Charlie Anderson, who succeeded Harry as the Albany representative; the Third, Tom McGowan, who is going to have a great inauguration ball of his own on March 4; Al Goldfarb, Congressman Fitzgerald, a score of Aldermen gathered from all parts of the town, dozens of district leaders, came to look at the biggest of all the district balls, surpassing even Boss Murphy's Anawanda, and Sullivan, Sullivan, Sullivan—Florie and Chris and Pat and all the rest.

They had four orchestras going and they played everything from the Grand Old of Time to the Emerald Isle two-step. Entrance to the Emerald Isle two-step.

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